

ONE28 2023-24

PARENTAL * AUTHORITY TO CONSENT TO TREATMENT OF MINOR AND RELEASE OF LIABILITY AGREEMENT (California Form: * "Parental" or "Parent" also means "Guardian")

Herein "Parent"

Foothill Bible Church

Herein "FBC"

Herein "Minor"

ONE28 Student Ministries

Herein "SM"

The above-named Parent of the Minor has entrusted the Minor into the care of SM, an adult, and a duly authorized representative of the FBC, while the Minor participates in an activity sponsored by the FBC, and for the welfare of the Minor.

The Parent does hereby authorize SM as agent for the undersigned to consent to any X-ray, anesthetic, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or special Country in which the medical care is being sought, and on the medical staff of any hospital; or to consent to any X-ray examination, anesthetic, dental or surgical diagnosis or treatment to be rendered to the Minor by any dentist licensed under the California Dental Practice Act or the laws of the State or Country in which the dental care is being sought.

It is understood that this authorization is given in advance of any X-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care being required but is given to provide authority and power on the part of SM to give specific consent to any and all such examination, anesthetic, treatment, or hospital care which the aforementioned surgeon, physician and/or dentist, in the exercise of his/her best judgment, may deem advisable.

This authorization is given pursuant to the provisions of Section 6910 of the Family Code of California, and similar provisions of the laws of the State or Country in which the medical or dental care is being sought.

The Parent hereby authorizes any hospital which has provided treatment to the Minor to surrender physical custody of the Minor to SM upon the completion of treatment. This authorization is given pursuant to Section 1283 of the Health and Safety Code of California, and similar provisions of the laws of the State or Country in which the medical or dental care is being provided.

The Parent hereby agrees to fully pay all costs of medical or dental care incurred for the Minor by SM, or the FBC, under this authorization.

Furthermore, Parent voluntarily releases, discharges, waives and relinquishes all claims that they may have against SM or FBC, its officers, employees and volunteers, for any and all claims, actions, or causes of action for personal injury, property damage or death occurring to Minor arising out of FBC's administration of or failure to administer medicine or medication to Minor, save and except only those claims due to FBC's fraud or willful injury to the person or property of Minor or violation of law, whether willful or negligent.

These authorizations shall remain effective until revoked in writing delivered to SM.

No oral representations, statements have been made by or between the parties to this Agreement with respect to the subject matter of this Agreement apart from the matters set forth within this Agreement.

I understand that:

- 1) Minor's participation in the SM is entirely voluntary.
- 2) FBC shall not be responsible for any of Minor's personal property that is lost or damaged by fire, theft, other Minors, or staff.
- 3) FBC reserves the right to dismiss, temporarily or permanently, any Minor whose conduct is deemed, by the SM staff, to be detrimental to Minor, other Minors, staff or any aspect of SM.
- 4) FBC reserves the right to deny enrollment, admission, or participation of any SM Minor to all or part of any SM program if the SM staff determines that the Minor appears to have a physical or emotional condition which impedes their ability to fully participate in an SM activity or activities, or prevents other Minors from fully participating.
- 5) FBC reserves the right to use photographs of any SM Minor taken at any SM activity in promotional and/or other materials produced in conjunction with FBC Student Ministries Program. The use of such photos by FBC shall not entitle Minor to any compensation from FBC.
- 6) I certify that Minor is in good physical and mental health and does not have any physical or mental conditions which could affect Minor's ability to participate in SM activities. I realize that Minor's participation in SM activities involves some element of risk, as a result not only of Minor's actions, inactions or negligence but also from the actions, inactions or negligence of others and the condition of the facilities, equipment or areas where activities are conducted.
- 7) I understand that Minor may travel to or from various SM activities in vans (including, but not limited to, 12- and 15- passenger vans) or on buses leased by FBC. I understand that they may also be traveling in other privately owned vehicles, which are not covered under FBC insurance. I acknowledge that such travel has inherent risks which I willingly assume. I take responsibility to get Minor to the location from where transportation to the event will occur.
- 8) Knowing and understanding the risks involved with participation in SM, I hereby voluntarily and willingly assume full and complete responsibility for all losses and damages, including injury, illness and death, resulting from Minor's participation in the SM, including transportation to and from the SM activities. I agree to be financially responsible for any losses and damages resulting from Minor's participation in the SM.
- 9) Minor has health insurance coverage appropriate for his/her participation in the SM. I understand that FBC does not provide any insurance for Minor in connection with his/her participation in the SM.
- 10) I hereby agree I will not sue or make claims against and I will forever release, indemnify and hold harmless FBC, its employees, agents, successors and assigns, singularly and collectively, from and against any blame and liability for any injury, harm, loss, inconvenience or any other damage of any kind whatsoever, which may result from or be connected in any way to Minor's participation in SM activities, however caused or alleged to be caused, including injuries caused in whole or in part by the negligence of FBC, its representatives, agents, employees, instructors, or Minors.
- 11) I further understand that FBC does not assume responsibility for any loss, injury or damage to person or property in connection with the SM activities, including transportation to and from, however caused or alleged to be caused.
- 12) I agree this Release covers each and every time Minor participates in any activity of FBC, whether on premises owned or operated by FBC or at any other location.
- 13) Should any one or more of the provisions of this agreement be determined to be unenforceable, all other provisions of this Agreement shall nevertheless be effective and shall not be affected by such unenforceability.

I HAVE CAREFULLY READ THIS CONSENT TO TREATMENT OF MINOR AND RELEASE OF LIABILITY AGREEMENT BETWEEN PARENT AND FBC, AND SIGN IT OF MY OWN FREE WILL.

_____ Dated _____ Parent's Name _____ Parent's Signature _____

Family Code of California, Section 6910 The parent, guardian, or caregiver of a minor who is a relative of the minor and who may authorize medical care or dental care under Section 6550, may authorize in writing an adult into whose care a minor has been entrusted to consent to medical care or dental care, or both, for the minor.
Family Code of California, Section 6901 "Dental Care" means X-ray examination, anesthetic, dental or surgical diagnosis or treatment, and hospital care by a dentist licensed under the Dental Practice Act.
Family Code of California, Section 6902 "Medical Care" means X-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care under the general or special supervision and upon the advice of or to be rendered by a physician and surgeon licensed under the Medical Practice Act.
Health & Safety Code, Section 1283(a) No health facility shall surrender the physical custody of a minor under 16 years of age to any person unless such a surrender is authorized in writing by the child's parent, the person having legal custody of the child, or the caregiver of the child who is a relative of the child and who may authorize medical care and dental care under Section 6550 of the Family Code.

INSURANCE, PARENT and MEDICAL INFORMATION

Copy of Insurance Card:
or if unavailable
INSURANCE COMPANY _____

PARENT TELEPHONE NUMBERS: Home _____
Work _____ Cell _____

POLICY # _____

ADDRESS _____

POLICY HOLDER _____

SPECIAL MEDICAL CONDITIONS OF MINOR, SUCH AS DIABETES,
ALLERGIC REACTIONS and MEDICATIONS: _____

CLAIMS TELEPHONE _____

PHYSICIAN NAME _____

TELEPHONE _____